

**TENTATIVE AGREEMENT
BY AND BETWEEN THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SANTA BARBARA
CITY COLLEGE CHAPTER #289**

This Tentative Agreement (TA), is entered into by and between the Santa Barbara Community College District (District) and the California School Employees Association and its Santa Barbara City College #289 (CSEA or Association).

**ARTICLE V
ORGANIZATIONAL SECURITY**

1. Membership and Dues Deduction:
 - 1.1 District shall insert CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US (2018), expressing District's desire to work cooperatively with CSEA due to its professionalism and strong support for increased school funding. District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.
 - 1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee about that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA within its membership database.
 - 1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
2. Dues Deduction:
 - 2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

2.2 The District's managers, supervisors and confidential employees shall be neither positive nor negative regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

3. Membership Information:

3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

3.2 The District shall reject all requests from outsiders for work email addresses for bargaining unit members for the purpose of solicitation, unless there is a court decision or law directing public agencies to release this information.

3.3 The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

4. Hold Harmless Provision:

4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

This Tentative Agreement is subject to ratification by Chapter 289 and the approval of the CSEA and the Santa Barbara Community College District Board of Trustees.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Elizabeth Auchincloss
Chapter President
Chapter #289

Paul Bishop
Vice President
Santa Barbara Community College District

Mark Moore
Labor Relations Representative
California School Employees Association

03/12/2019

Date